

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re	:
	:
	: Chapter 11
	:
Larry B. Weinstein	:
d/b/a LBW Real Estate Holdings, LLC	:
d/b/a Key Construction, LLC	:
d/b/a Slinn Avenue, LLC	:
d/b/a Post Office Square, LLC	:
d/b/a Bernadette Properties, LLC	:
d/b/a Chad Estates, LLC,	:
	:
<b>Debtor.</b>	:
	:
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KeyBank National Association (hereinafter "Movant"), a secured creditor of the above-named Debtor moves the above-entitled Court for an Order granting relief from the automatic stay pursuant to Federal Rules of Bankruptcy Procedure Rule 4001, 9013 and 9014 and 11 U.S.C. §362(d) to permit it to proceed with an action to foreclose its mortgage on certain real property of the Debtor, commonly known 7 Stillo Drive, Airmont, New York 10952 and more particularly described in a copy of a mortgage annexed hereto and made a part hereof as Exhibit "A." As grounds for said Motion, it is hereby alleged as follows:

1. On November 27, 2007, Debtor and Linda Weinstein, borrowed \$250,000.00 from KeyBank National Association. The indebtedness was evidenced by a

note, which was secured by a mortgage on the aforesaid real property. See attached Exhibit "A," which is incorporated by reference.

2. On March 31, 2009, the aforementioned note and mortgage were modified as evidenced by a Modification and Extension of Promissory Note/Mortgage. A copy of the Loan Modification Agreement is annexed hereto as Exhibit "B".

3. Debtor filed a petition for relief under Chapter 11 of the United States Bankruptcy Code in this Court on October 10, 2019.

4. As required by S.D.N.Y. Administrative Order #347 and pursuant to Local Bankruptcy Rule 4001-1, a Relief from Stay – Real Estate and Cooperative Apartments Worksheet (the "Worksheet") was executed by Rhianna Ford, a Senior Specialist with Movant. As fully set forth in the Worksheet, the loan is due for the October 15, 2019 post-petition payment. A copy of the executed Worksheet is annexed hereto and made a part hereof as Exhibit "C".

5. Movant also seeks relief for any installment that becomes due and is unpaid on the return date of this Motion. The foregoing does not represent any accrued late charges, corporate advances, escrow advances and any amount which may be due for costs and attorney fees which may be allowed by the Court.

6. Movant may be required to advance the funds necessary to pay real property taxes or risk irreparable harm to its security interest as a result of Debtor's default.

7. By reason of the foregoing, Movant, should be permitted to take all necessary action to adequately protect its security interest.

8. It is requested that, in the event that an Order Granting Relief from the Automatic Stay is granted, that such Order shall survive any conversion.

9. Movant specifically requests permission from the Honorable court to communicate with the Debtors and Debtors' attorney to the extent necessary to comply with applicable non-bankruptcy law.

10. Movant respectfully requests a waiver of the stay imposed by Bankruptcy Rule 4001(3).

**WHEREFORE**, Movant requests that this Court enter an Order granting it its servicing agent, nominees, successors and/or assigns relief from the automatic stay, together with attorney's fees and costs and that Movant be granted permission to communicate with the Debtors and Debtors' counsel to the extent necessary to comply with applicable non-bankruptcy law, and such other and further relief as the Court may deem just and proper.

Dated: May 12, 2021

**SCHILLER, KNAPP,  
LEFKOWITZ, & HERTZEL, LLP**

By: /s/ Lisa Milas, Esq.

Lisa Milas, Esq.

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